

TERMS & CONDITIONS OF CONTRACT TO EXHIBIT INCLUDING ANY ANNEXURES WITH MALAWI DEPARTMENT OF TOURISM

1. DEFINITIONS

In the context of this document, the following terms and defined meaning shall apply.

- 1.1. "DOT" means Department of Tourism, the Organiser; and TAKULANDIRANI means the Malawi International Tourism Expo (MITE).
- 1.2. "EXHIBITION CENTRE" means the Bingu wa Mutharika International Convention Centre Centre, Lilongwe, Malawi.
- 1.3. "EXHIBITOR" means each Exhibitor who has contracted with the DOT to exhibit its product at **TAKULANDIRANI 2020**.
- 1.4. "PRODUCT" means the declared merchandise, expertise and/or product range of the EXHIBITOR which it contracts to exhibit and/or promote at TAKULANDIRANI from its FACILITY.
- 1.5. "FACILITY" means the exhibition space allocated within TAKULANDIRANI by DOT to and for the exclusive use by the EXHIBITOR in terms of the contract.
- 1.6. "CONTRACT" means the agreement concluded between DOT and the EXHIBITOR in terms of which the FACILITY is hired for TAKULANDIRANI which is governed inter alia by the General Rules and Regulations for Exhibitors (the "RULES"), which RULES are obtainable on request of the EXHIBITOR and which will be sent to the EXHIBITOR with the CONTRACT and Tax Invoice.
- 1.7. Any reference in this Agreement to one of the three genders, or to either singular or plural number, shall in the appropriate context be deemed to refer to any other gender or number, as the context may require.

2. DATES AND TIMES

- a) Duration of TAKULANDIRANI 2020
- b) Thursday 23rd –Saturday 25th April 2020
- c) Daily opening hours: 09h00 – 17h00
- d) For exhibitors: 08h00 – 17h30
- e) Deadline for Name Badges application: Friday 3rd April 2020
- f) Deadline for application for Services (DOT): Friday 27th March 2020
- g) Stand construction (for those under the Blue Roof) 21st April-22nd April 2020
- h) Exhibitor Stand Branding Dates: 20th -21st April 2020
- i) Exhibitor Badge collection: 20th-23rd April at the Event Venue

First and Second day will be Trade days and the third day will be open to the general public.

Any late applications for services will attract a 20% surcharge.

3. APPLICATIONS

Applications can only be made by using the official stand application forms on the TAKULANDIRANI 2020 portal tourism.mw Applicants are requested to fill in the forms carefully

and completely. Receipt of application does not imply any subsequent entitlement to application to participate in the exhibition. Applications received after the application deadline will be waitlisted and can only be considered in case of remaining available spaces. Details entered by the exhibitor on the application will be deemed to be correct as the very details will be pulled through to the contract.

4. STAND BOOTH / SPACE RENTAL

A minimum stand size is 9sqm. An Exhibitor may be allocated a larger stand upon request. However this may affect their preferred stand location in the Exhibition Hall.

5. BASIC CONTRACT

5.1 The inclusion of the RULES as an integral part of the CONTRACT constitutes a condition precedent to the CONTRACT becoming of force and effect between the parties to the CONTRACT.

5.2 The EXHIBITOR hereby unconditionally undertakes to procure that each and every of its employees, agents, contractors, invitees or persons falling under its direct or indirect control while present upon its FACILITY or otherwise engaged by the EXHIBITOR upon an activity elsewhere upon the EXHIBITION CENTRE, shall unreservedly respect, comply with and fully adhere to the RULES. Any contravention of this undertaking, will constitute grounds for the immediate invoking of the breach provisions.

5.3 Neither the CONTRACT nor any right nor interest thereunder may be ceded or assigned to any other party without the prior written consent of DOT having been first obtained, which consent may in fact in its sole discretion be unreasonably withheld

5.4 The contract shall be governed by the Laws of the Republic of Malawi.

5.5 Whilst every effort will be made to meet the requirements of exhibitors taking part in TAKULANDIRANI, DOT reserves the right to make any alterations which they may consider necessary or to alter the positions of any of the facilities within TAKULANDIRANI, or to take any other steps considered necessary in connection with TAKULANDIRANI in which event the exhibitor shall have no claim of whatsoever nature and kind arising from whatsoever cause against DOT.

6. EXCHANGING OR TRANSFERRING OF STANDS

The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third person unless agreement has been reached with DOT and lodged in writing.

7. CANCELLATIONS

An exhibitor electing to cancel the contract prior to the commencement of TAKULANDIRANI may in the discretion of DOT become entitled to a refund of any payments made upon the following basis:

7.1 Should notice of intended cancellation be received by DOT at least 1 (one) month prior to the commencement of DOT, 50% of the full contract price shall constitute an agreed liquidated damages amount which DOT shall be entitled to retain. The balance of any monies held by DOT, to be reimbursed to the exhibitor.

7.2 Should an Exhibitor seek to cancel the contract within 1 (one) months or less prior to the commencement of TAKULANDIRANI, it will NOT become entitled to the refund of any monies, it being acknowledged that DOT will not in the circumstances be able to mitigate its losses by way of obtaining any replacement Exhibitor for the facility: the full contract value will consequently in such circumstances remain owing and payable by the Exhibitor to DOT.

8. REDUCTION OF STAND SPACE

The organisers shall be entitled to refuse to permit the exhibitor to reduce his stand size. Such refusal shall not however, affect the exhibitor to withdraw from the exhibition. Should the exhibitor seek to reduce his stand space within 1 (one) months or less prior to TAKULANDIRANI, it will NOT become entitled to the refund of any monies, it being acknowledged that DOT will not in the circumstances be able to mitigate its losses by way of obtaining any replacement Exhibitor for the facility: the full contract value will consequently in such circumstances remain owing and payable by the Exhibitor to DOT.

9. TERMS OF PAYMENT

9.1 Whilst the contract shall have become established as detailed in 5, all rights and benefits flowing there from in favour of the Exhibitor shall remain suspended until the exhibitor shall have paid the agreed contract price to DOT.

9.2 Payment by the Exhibitor shall be made in full.

9.3 The act of payment of the deposit in terms of 9.2 will, in the absence of submission of a written confirmation notice, be deemed to constitute a tacit confirmation thus giving rise to the final legal ratification for the establishment of the contract.

9.4 Until such time as the specified deposit shall have been paid in terms of clause 9.2 the allocation of the facility space shall remain of a tentative nature and at all times free to be re-allocated by DOT to any alternate exhibitor in its sole discretion and upon simple notice to that effect being given to the former exhibitor.

9.5 Payment of the contract price shall be required to be effected by the exhibitor in strict compliance with the invoice terms therefore issued by DOT.

9.6 Only for as long as the exhibitor maintained all payments in terms of the contract on due date, will it be entitled to receive access to its reserved facility as may be necessary in the furtherance of its planning for TAKULANDIRANI.

9.7 Failure to pay any contract monies in strict accordance with the stipulated times for payment, will constitute a material breach of the CONTRACT.

10. LIMITATION OF DOT'S LIABILITY

10.1 The organiser shall under no circumstances be liable for any loss, theft or damage which is suffered by the Exhibitor, its employees, agents, servants, customers, clients or visitors, including but not limited to damage as a result of fire, injury, accident, floods, crowds, riot, the actions or omissions of other exhibitors, defect in the structure of the stand or in the venue, or from insufficient lighting or ventilation or resulting from leakage from or breaking of any water pipe or communication, fitting or appliance.

10.2 The Exhibitor is liable for and holds the Organiser harmless against all risk in and to property brought onto the Venue by the Exhibitor, its employees, agents, servants, customers, clients or visitors including property not owned by the Exhibitor.

10.3 The Exhibitor agrees and undertakes to take out such policies of insurance as may be necessary to cover any loss or other damage to it and or for which it may be held liable.

10.4 DOT shall not be responsible for any loss or damage that it may suffer in the event of the Exhibition having to be closed during the whole period of the Exhibition or any parts thereof and in such event DOT shall not be liable to refund the Exhibitor any monies or portion thereof. The limitation of DOT's liability as aforesaid shall apply irrespective of whether such damage is sustained before, during or after the Exhibition and irrespective of whether the act or commission complained of occurs inside or outside of the Venue.

11. POSTPONEMENT / CANCELLATION OF THE EXHIBITION

11.1 In the event of the Exhibition being cancelled, postponed or abandoned due to causes beyond the control (e.g Act of Nature) of DOT , DOT which may, entirely at their discretion, repay any fees paid by the Exhibitor, or part thereof, but shall be under no obligation to repay the whole part of such fee, and shall be under no obligation to repay the whole part of such fee, and shall be under no liability to the Exhibitor in respect of any damages, actions, claims, losses or expenses whatsoever.

11.2 Where the Organiser agrees to repay fees, DOT's limit of liability to the Exhibitor will be the space cost paid, irrespective of other costs incurred by the Exhibitor.

12. BREACH

12.1 In the event of a breach by any party of any term or condition of this CONTRACT, the aggrieved party shall only be entitled to seek relief in terms hereof, after giving to the defaulting party written notice to remedy same within the following parameters:

12.1.1 Should the breach materialise within the period of 2 (two) weeks prior to the commencement date of the Exhibition, 4 (four) days;

12.1.2 Should the breach materialise within the month prior to the commencement date of the Exhibition, 24(twenty-four) hours;

12.1.3 Should the breach materialise during the Exhibition, 7 (seven) hours, those to run between the daily period 10h00 to 18h00.

12.2 By virtue of the inherent nature of the Exhibition, time as contemplated in 12.1 is acknowledged by all parties to be of the absolute essence.

12.3 Without prejudice to any other right whether under common law or in terms of the CONTRACT, the parties reserves the right to any other or additional claim or claims which the aggrieved party may have against the defaulting party in law, and in the event of breach of any term or condition of the CONTRACT not being remedied, the aggrieved party shall have the right and option forthwith either to cancel the CONTRACT or to institute proceedings for specific performance against the party in breach and without any further notice, with or without any additional claim for damages arising from such breach.

12.4 All legal cost incurred shall be recoverable by the aggrieved party on the scale of attorney and own client.

12.5 The *domiciliumcitandietexecutandi* shall be those addresses of the Exhibitor and DOT as recorded on the face hereof.

13. STAND SET UP AND BREAKDOWN

13.1 All stand setups / construction / branding shall be read on the day before the Exhibition starts. No operator will be allowed to bring in any branding material and/or decorate their stands on the day of the fair.

13.2 No Exhibitor will be allowed to take out or breakdown their stand during the duration of the fair.

13.3 Stand breakdown will only start after 5pm on the final day of the fair.

14. CONSUMER PROTECTION

14.1 DOT did not use undue influence or tactics to induce the Exhibitor to sign this agreement.

14.2 The Exhibitor considers the agreed cost of exhibition participation to be fair and reasonable.

15. GENERAL

15.1 By accepting signing and initialing each page of the contract you confirm that you understand the terms and conditions and read through the EXHIBITOR AND CONTRACTOR MANUAL and agree to be bound thereby and, if accepted on behalf of a separate legal entity, that you are duly authorized to do so on behalf of such entity.

15.2 Excluding those marked N/A, these are the only terms of this Agreement which the EXHIBITOR acknowledges having examined, and the contents of the EXHIBITOR AND CONTRACTOR MANUAL which are incorporated in this Agreement as if specifically mentioned and are accepted by the EXHIBITOR herewith.

15.3 TAKULANDILANI is a trade show and as such, under no circumstances are exhibitors allowed to sell or market, within or around the exhibition precinct, anything other than the product as described in clause 1.4 of the agreement. Failure to comply with this clause will result in the unauthorised goods being confiscated and / or the exhibitor and its employees being escorted off the premises.

15.4 If sponsored, you may display your sponsors details on your promotional materials and/or stand branding. Note that this should appear within the parameters of the stand.